

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address David M. Goodrich (CA Bar No. 208675) <u>dgoodrich@sulmeyerlaw.com</u> SulmeyerKupetz , A Professional Corporation 333 South Hope Street, 35 th Floor Los Angeles, California 90071 Telephone: 213.626.2311 Facsimile: 213.629.4520 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorneys for: John M. Wolfe, Chapter 7 Trustee	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION	
In re: JOSEPH FRANCIS BARTHOLOMEW, Debtor(s).	CASE NO.: 8:14-bk-13214-TA CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: June 28, 2016	Time: 11:00 a.m.
Location: United States Bankruptcy Court, 411 West Fourth Street, Santa Ana, California 92701, Courtroom 5B	

Type of Sale: ☐ Public ☒ Private **Last date to file objections:** June 14, 2016

Description of property to be sold: The estate's interest in one (1) membership interest ("Membership Interest") in Yard House Triangle Square, LLC, a California limited liability company ("Company"), free and clear of liens and other interests, without overbid, on the terms and conditions specified in the written Membership Interest Purchase Agreement ("Purchase Agreement"), which is attached as **Exhibit 1**, for \$28,572.35 ("Purchase Price") to Yard House USA, Inc. ("Buyer").

Terms and conditions of sale: The property will be sold free and clear of liens and other interests, without overbid. A copy of the Purchase Agreement is attached hereto as **Exhibit 1**.

Proposed sale price: \$28,572.35

Overbid procedure (if any): N/A. The sale is not subject to overbid.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

June 28, 2016

11:00 a.m.

United States Bankruptcy Court

Courtroom 5B

411 West Fourth Street

Santa Ana, CA 92701

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

N/A. The sale is not subject to overbid.

Date: May 17, 2016

EXHIBIT 1

MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”), dated as of May 9, 2016, by and between Yard House USA, Inc., a Delaware corporation (“Purchaser”), and John M. Wolfe, Chapter 7 Trustee for the bankruptcy estate of Joseph Francis Bartholomew (“Seller”).

W I T N E S S E T H:

WHEREAS, Joseph Francis Bartholomew (the “Selling Member”) owned one (1.0) unit of the issued and outstanding membership interests (together with all other rights or ownership interests of the Selling Member in the Company that are the property of the Estate (as defined below), the “Interests”) of Yard House Triangle Square, LLC, a California limited liability company (the “Company”), when the Selling Member filed a voluntary bankruptcy petition on May 21, 2014 (the “Petition Date”), in the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the “Bankruptcy Court”);

WHEREAS, the Interests are property of the bankruptcy estate of the Selling Member (the “Estate”);

WHEREAS, Seller is the Chapter 7 Trustee in the Selling Member’s bankruptcy case (the “Bankruptcy Case”); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Interests free and clear of all liens, claims, charges, levies, executions, security interests, pledges, restrictions, options or rights to acquire, and all other encumbrances of whatsoever nature and kind, for the Purchase Price (as defined below) and upon the terms and conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
SALE AND PURCHASE OF THE INTERESTS; CLOSING

1.1 Sale and Purchase of Interests. Upon the terms and subject to the conditions contained in this Agreement, Seller, on behalf of the Selling Member and the Estate, agrees to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser agrees to purchase, accept and assume from Seller, the Interests free and clear of all liens, claims, charges, levies, executions, security interests, pledges, restrictions, options or rights to acquire, and all other encumbrances of whatsoever nature and kind.

1.2 Closing. The closing of the sale and purchase of the Interests (the “Closing”) shall take place no later than three (3) business days after a sale order entered by the Bankruptcy Court becomes a final, non-appealable order that authorizes and approves the sale to Purchaser of the Interests pursuant to this Agreement free and clear of all liens, claims, charges, levies, executions, security interests, pledges, restrictions, options or rights to acquire, and all other encumbrances of whatsoever nature and kind (the “Sale Order”), and which Sale Order shall otherwise be in form and substance reasonably satisfactory to Purchaser (such date, the “Closing Date”). Without limiting the foregoing in any way, the Sale Order, with language in form and substance satisfactory to Purchaser in its sole discretion, also shall authorize Purchaser to file any documents necessary to terminate liens or security interests on the Interests. At the Closing,

Seller shall execute an assignment of the Interests substantially in the form attached hereto as Exhibit A.

1.3 Motion to Approve Sale Order. Within 5 business days after the execution of this Agreement, Seller shall file a motion in the Bankruptcy Case requesting entry of the Sale Order by the Bankruptcy Court (the "Sale Motion"), which Sale Motion shall be in form and substance satisfactory to Purchaser in its sole discretion.

1.4 Payment of Purchase Price. Within 5 business days after the Closing Date, Purchaser shall pay to Seller, or otherwise to the recipient set forth in the Sale Order, by check or wire transfer of immediately available funds into the account designated in writing by Seller, an amount equal to \$28,572.35 (the "Purchase Price") in full and final satisfaction of the purchase price for the Interests. In addition to the Purchase Price, Purchaser hereby agrees to be solely responsible for any sales or transfer taxes levied as a result of the transactions contemplated by this Agreement; provided, that no such taxes are expected to result from such transactions.

1.5 Purchaser's Termination Right. Notwithstanding anything in this Agreement to the contrary, Purchaser may, in its sole discretion, withdraw this offer and terminate this Agreement if (a) the Sale Motion is denied, (b) the Sale Order is entered but alters the rights or obligations of Purchaser under this Agreement or (c) the Sale Order is not obtained by the 60th day after the date of this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that:

2.1 Organization and Authority. Seller has been duly appointed as Chapter 7 Trustee in the Bankruptcy Case, and, in such capacity, has all requisite authority, legal capacity and power to execute and deliver this Agreement and, subject to the entry of the Sale Order by the Bankruptcy Court, to consummate the transactions contemplated hereby.

2.2 Authorization of Agreement. (i) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all required action on the part of Seller; (ii) this Agreement has been duly and validly executed and delivered by Seller, and (assuming the due authorization, execution and delivery by Purchaser) this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller and the Estate in accordance with its terms; and (iii) subject to the entry of the Sale Order by the Bankruptcy Court, Seller does not need the consent or approval of any person or entity to enter into this Agreement or perform the transactions contemplated hereby.

2.3 Ownership and Transfer of Interests. As of the Petition Date, the Interests are the property of the Estate and as such, subject to the entry of the Sale Order by the Bankruptcy Court, Seller has the authority to sell the Interests to Purchaser free and clear of any and all liens, claims, charges, levies, executions, security interests, pledges, restrictions, options and rights to acquire, and all other encumbrances of whatsoever nature and kind. On the Closing Date, Seller will sell the Interests to Purchaser free and clear of any and all liens, claims, charges, levies, executions, security interests, pledges, restrictions, options and rights to acquire, and all other encumbrances of whatsoever nature and kind.

2.4 No Other Ownership Interest. Other than the Interests, neither the Estate nor Seller has any equity or other ownership interest in the Company, including pursuant to any right, contract or agreement to acquire any equity or other ownership interest in the Company, or any right to receive any distribution or dividend from the Company. As of the Closing, neither the Estate nor Seller will be a member of the Company.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that:

3.1 Organization and Authority. Purchaser (a) is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and (b) has all requisite corporate power to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

3.2 Authorization of Agreement. The execution, delivery and performance by Purchaser of this Agreement has been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by Seller) this Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser does not need the consent or approval of any person or entity to enter into this Agreement or perform the transactions contemplated hereby.

3.3 Investment Intention. Purchaser is acquiring the Interests for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act of 1933, as amended (the “Securities Act”) thereof. Purchaser understands that the Interests have not been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

ARTICLE IV RELEASES

4.1 Releases.

(a) Effective as of the Closing, to the fullest extent permitted by law, Seller, on behalf of itself, the Selling Member and the Estate and their respective past, present or future successors, heirs, estates, personal representatives, assigns, employees, agents, equityholders, partners, affiliates and representatives (including their past, present or future officers, managers and directors) hereby irrevocably and unconditionally releases, acquits and forever discharges Purchaser and the Company and each of their respective past, present or future successors, assigns, employees, agents, equityholders, partners, affiliates and representatives (including their past, present or future officers, managers and directors) (each a “Company Released Party” and, collectively, the “Company Released Parties”), of and from any and all actions, suits, claims, causes of action, damages, accounts, liabilities and obligations held by Seller, the Selling Member or the Estate, whether known or unknown, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, absolute or contingent, direct or derivative, to the extent arising out of or relating to the Selling Member’s capacity as a current or former member of the Company or to the Selling Member’s or the Estate’s ownership of the Interests or any other interest held by the Selling Member or the Estate with respect to the Company or its business, through the Closing

Date. Notwithstanding the foregoing, any release contained in this Section 4.1(a) shall not apply to any claims that Seller may have against Purchaser under this Agreement.

(b) Effective as of the Closing, Purchaser agrees that neither Seller, any employee, advisor, agent, attorney or other representative of Seller, nor the Estate shall have any personal liability related to the Interests; provided, however, that, the release contained in this Section 4.1(b) shall not apply to any claims that Purchaser may have against Seller or the Estate under this Agreement. For the avoidance of doubt, the release contained in this Section 4.1(b) shall not, and shall not be construed to, release the Selling Member from any liability, obligations or claims related to the Interests, Purchaser or the Company.

4.2 California and Similar Waiver. Each of the parties waives any and all rights under Section 1542 of the Civil Code of California, which states in full (or otherwise in substance) as follows:

A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS WHICH THE CREDITOR DOES NOT KNOW
OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM OR HER MUST HAVE
MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR.

Each of the parties knowingly and willingly waives the provisions of Section 1542 of the Civil Code of California, which operates to bar the release of unknown claims, and acknowledges and agrees that this waiver is an essential and material term of this Agreement. In particular, each of the parties acknowledges that it has had the opportunity to review this Agreement with its legal counsel, and such party understands and acknowledges the significance and consequences of this Agreement and, in particular, of the waiver provided in this Section 4.2.

ARTICLE V MISCELLANEOUS

5.1 Survival of Representations, Warranties and Covenants; Disclaimer of Other Representations and Warranties. The representations, warranties and covenants set forth herein shall survive the Closing. Except for the representations and warranties expressly provided herein, Purchaser hereby acknowledges and agrees that Seller makes no other representations or warranties whatsoever, express or implied, with respect to any matter relating to the Interests.

5.2 Filings. In order to fully effectuate the provisions of this Agreement and to terminate, release or discharge any such security interests, liens and encumbrances on the Interests, Seller hereby authorizes (and the Sale Order shall authorize) Purchaser to file, or to cause to be filed, any releases of lien, UCC-3 termination statements or such other instruments, notices and documents that are reasonably necessary to evidence such terminations, releases or discharges any such security interests, liens and encumbrances and this letter shall be good and sufficient authority to do so.

5.3 Further Assurances. Following the Closing, Seller shall, and shall cause his, her or its respective successors, assigns, agents or representatives to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as

may be reasonably required to transfer the Interests or otherwise carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

5.4 Bankruptcy Court Jurisdiction. The transactions contemplated by this Agreement (other than Seller's obligations under Section 1.3) shall be subject to approval of and by the Bankruptcy Court in the Bankruptcy Case pursuant to the Sale Order.

5.5 Entire Agreement; Amendments. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, discussions, arrangements and understandings relating to the subject matter hereof. This Agreement may only be amended by a written instrument signed by Purchaser and Seller.

5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

5.7 Waiver of Jury Trial. THE PARTIES TO THIS AGREEMENT EACH HEREBY KNOWINGLY AND VOLUNTARILY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREIN.

5.8 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in the case of Seller, to the address or facsimile number on the signature page and, in the case of Purchaser at the address or facsimile number below (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Purchaser, to:

Yard House USA, Inc.
c/o Darden Restaurants, Inc.
1000 Darden Center Drive
Orlando, Florida 32837
Attention: Kevin Kalick
Telecopy: (407) 241-6875
Email: kkalick@darden.com

with a copy (which shall not constitute notice) to:

Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Attention: Steven M. Haas
Telecopy: (804) 343-4864

Email: shaas@hunton.com

5.9 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law(s), but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable law(s), such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Agreement.

5.10 Binding Effect; Assignment. Upon execution of the Sale Order, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that Seller's obligation in Section 1.3 shall be binding upon the execution of this Agreement. Nothing in this Agreement shall create any third party beneficiary rights in any person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

5.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date first written above.

PURCHASER:

YARD HOUSE USA, INC.

By: W. R. White, III
Name: William R. White, III
Title: President and Treasurer

**** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; THE SELLING
MEMBER'S SIGNATURE APPEARS ON FOLLOWING PAGE ****

The undersigned Seller has caused this Agreement to be executed as of the date first written above and hereby acknowledges and consents to the provisions set forth in the Agreement.

John M. Wolfe, Chapter 7 Trustee for
the bankruptcy estate of Joseph Francis
Bartholomew

Notice Information:

Attention: John M. Wolfe
Telecopy: _____
Email: _____

Exhibit A

Form of Assignment of Membership Interest

This **ASSIGNMENT OF MEMBERSHIP INTEREST** (the “Assignment”), is effective as of [_____, 2016], by and between Yard House USA, Inc., a Delaware corporation (“Assignee”), and John M. Wolfe, Chapter 7 Trustee for the bankruptcy estate of Joseph Francis Bartholomew (“Assignor”). Capitalized terms not otherwise defined herein have the meanings set forth in the Purchase Agreement (as defined below).

R E C I T A L S

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated as of [_____, 2016] (the “Purchase Agreement”), by and among Assignor and Assignee, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase acquire from Assignor, for such consideration as is provided for under the Purchase Agreement, the Interests.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties do hereby agree as follows:

1. Assignment and Assumption. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor’s right, title and interest in and to the Interests, free and clear of all liens, claims, charges, levies, executions, security interests, pledges, restrictions, options or rights to acquire, and all other encumbrances of whatsoever nature and kind.

2. Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Assignment and the sale and assignment of the Interests contemplated hereby.

3. Subject to the Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and all of the representations, warranties, covenants and agreements of Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing in this Assignment shall supersede, amend, alter or modify (nor shall it be deemed or construed to supersede, amend, alter or modify) any of the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control and prevail.

4. Representations and Warranties. Except as set forth in the Purchase Agreement, Assignor makes no representations or warranties, express or implied, with respect to the Interests, and the Assignor expressly disclaims any implied warranties.

5. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE THAT

WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

6. Assignment. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto shall have the right to assign this Assignment, directly or indirectly, including by operation of law, without the prior written consent of the other party. Any attempted assignment of this Assignment other than in strict accordance with this Section 6 shall be null and void and of no force or effect.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or other electronic transmission of this Assignment bearing a signature on behalf of a party hereto will be legal and binding on such party.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this Assignment as of the date first above written.

YARD HOUSE USA, INC.

By: _____
Name: William R. White, III
Title: President and Treasurer

John M. Wolfe, Chapter 7 Trustee for
the bankruptcy estate of Joseph Francis
Bartholomew

Notice Information:

Attention: John M. Wolfe
Telecopy: _____
Email: _____

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
333 South Hope Street, Thirty-Fifth Floor, Los Angeles, CA 90071

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On May 17, 2016 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Andrew P Altholz: andrewpaltholz@msn.com
Frank Cadigan: frank.cadigan@usdoj.gov
Greg P Campbell: ecfcacb@piteduncan.com, gc@ecf.inforuptcy.com
Michael Daniels: BkECFnotifications@nationstarmail.com
Robert H. Dewberry: robert.dewberry@dewlaw.net
Dana M Douglas: dmddouglas@hotmail.com
Fritz J. Firman: firmanweber@Yahoo.com
Joshua P Friedman: jfriedman@jpfassociates.com
Nancy S Goldenberg: nancy.goldenberg@usdoj.gov
M Jonathan Hayes: jhayes@srhlawfirm.com, roksana@srhlawfirm.com; matthew@srhlawfirm.com;
rosarioz@srhlawfirm.com; jfisher@srhlawfirm.com; maria@srhlawfirm.com; staci@srhlawfirm.com;
jhayesecf@gmail.com; sevan@srhlawfirm.com
Sheryl K. Ith: sith@cookseylaw.com
Alexander J Kessler: aj@grantlawyers.com, miles@grantlawyers.com
Michael B Kushner: mkushner@kushnercarlson.com, thenley@kushnercarlson.com
Benjamin Nachimson: ben.nachimson@wgflp.com
Ashley M Naporlee: ashley@grantlawyers.com, donna@grantlawyers.com
Thomas J Polis: tom@polis-law.com
Cassandra J Richey: cmartin@pralc.com
John D Schlotter: ecfmail@aclawllp.com
Timothy J Silverman: tim@sgsslaw.com
Jeffrey B Smith: jsmith@cgsattys.com, vphillips@cgsattys.com
United States Trustee (SA): ustpreion16.sa.ecf@usdoj.gov
Darlene C. Vigil: cdcaecf@bdfgroup.com
Edward T. Weber: ed@eweberlegal.com
George C Webster: George.Webster@dbi.com
John M Wolfe (TR): john.wolfe@txitrustee.com, ecf.alert+jmwolfe@titlexi.com
Debora M Zumwalt: bankruptcy@epsten.com, rlopez@epsten.com

2. SERVED BY UNITED STATES MAIL:

On May 17, 2016, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Theodor C. Albert
U.S. Bankruptcy Court
Ronald Reagan Federal Building
411 W. Fourth Street, Suite 5085
Santa Ana, CA 92701

Debtor

Joseph Francis Bartholomew
25011 Calle Arenal
Lake Forest, CA 92630-2160

Jennifer Bosco
1449 North Fairview Street
Burbank, CA 91505

Shari L Freidenrich
Orange County Treasurer -Tax Collector
12 Civic Center Plaza, Room G40
Santa Ana, CA 92702-1438

James J. Moak, Esq.
Meserve, Mumper & Hughes LLP
800 Wilshire Boulevard, Suite 500
Los Angeles, CA 90017-2611

Don Stabler
Stabler and Associates, Inc.
15233 Ventura Boulevard, Suite 1210
Sherman Oaks, CA 91403

Debbie C Tyrell
1865 East Villa Street
Pasadena, CA 91107

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 17, 2016
Date

Ann L. Sokolowski
Printed Name

/s/ Ann L. Sokolowski
Signature

ADDITIONAL SERVICE INFORMATION (if needed):

2. SERVED BY U.S. MAIL

BG&S Management Consultants c/o The Grant Law Firm 1331 India Street San Diego, CA 92101-3417	Bank of America, N.A. c/o Prober & Raphael, A Law Corporation 20750 Ventura Boulevard, Suite 100 Woodland Hills, CA 91364-6207
Grand Stevens MD c/o Andrew P Altholz 100 Wilshire Boulevard, Suite 940 Santa Monica, CA 90401-1113	PennyMac Holdings, LLC fka PennyMac Mortgage Solomon, Grindle, Silverman & Wintringer c/o Timothy J. Silverman, Esq. 12651 High Bluff Drive, Suite 250 San Diego, CA 92130-2094
PennyMac Loan Services, LLC c/o Aldridge Connors LLP Fifteen Piedmont Center 3575 Piedmont Road, N.E., Suite 500 Atlanta, GA 30305-1636	1-800 Loan Mart 15821 Ventura Boulevard, Suite 280 Encino, Ca 91436-5218
Brian Harper c/o The Grant Law Firm 1331 India Street San Diego, CA 92101-3417	Bank Of America Post Office Box 982238 El Paso TX 79998-2238
Bank of America Post Office Box 650225 Dallas, TX 75265-0225	Bank of America N.A. c/o Prober & Raphael Post Office Box 4365 Woodland Hills, CA 91365-4365
Barbara Matthews c/o Curd, Galindo & Smith, LLP 301 East Ocean Boulevard, Suite 1700 Long Beach, CA 90802-8812	Brent Kuykendall 15545 Via La Ventana San Diego, CA 92131-4316
Brian Murphy c/o Curd, Galindo & Smith, LLP 301 East Ocean Boulevard, Suite 1700 Long Beach, CA 90802-8812	Chase Auto Attn: National Bankruptcy Department Post Office Box 29505 Phoenix, AZ 85038-9505
County of Orange Attn: Bankruptcy Unit Post Office Box 4515 Santa Ana, CA 92702-4515	Dana Point Marina Company 34624 Golden Lantern Street Dana Point CA 92629
Daniel C. Stein Perkins, Mann & Everett Inc. 7815 North Palm Avenue, Suite 200 Fresno, CA 93711-5531	David M Karen, Esq. DK Law Group 300 Esplanade Drive, Suite 1180 Oxnard, CA 93036-0239

Internal Revenue Service Centralized Insolvency Operations Post Office Box 7346 Philadelphia PA 19101-7346	DSNB Macys 9111 Duke Boulevard Mason, OH 45040-8999
EDD Bankruptcy Group MIC 92E Post Office Box 826880 Sacramento, CA 94280-0001	Franchise Tax Board Bankruptcy Section MS A340 Post Office Box 2952 Sacramento, CA 95812-2952
Franchise Tax Board Attn: Bankruptcy Unit Post Office Box 2952 Sacramento, CA 95812-2952	GECRB/Howards Attention: Bankruptcy Post Office Box 103104 Roswell, GA 30076-9104
Gary Scott 22 Quailwood Drive Reno, NV 89521	JPMorgan Chase Bank, N.A. Post Office Box 29505 AZL-1191 Phoenix, AZ 85038-9505
James Bir c/o Denise Easton-May, Esq Law Office of Denise Eaton-May 1290 B Street, Suite 120 Hayward, CA 94541-2952	James McCashin II c/o Joshua P Friedman, Esq 9903 Santa Monica Boulevard, Suite 1108 Beverly Hills, CA 90212-1671
Joshua P Friedman & Associates, Inc. 9903 Santa Monica Boulevard, Suite 1108 Beverly Hills, CA 90212-1671	Katherine Gauld c/o Curd, Galindo & Smith, LLP 301 East Ocean Boulevard, Suite 1700 Long Beach, CA 90802-8812
KeyBank N.A. Post Office Box 94968 Cleveland, OH 44101-4968	Keybank NA Attention: Recovery Payment Processing 4910 Tiedeman Road Brooklyn, OH 44144-2338
Laprima Investments Ltd. c/o Michael B Kushner, A Professional Law Corporation 15 Enterprise, Suite 110 Aliso Viejo, CA 92656-2654	Laura J Petrie, Esq. Law Offices of Petrie & Associates 28202 Cabot Road, Suite 300 Laguna Niguel, CA 92677-1249
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Nationstar Mortgage, LLC Attention: Bankruptcy Department Post Office Box 630267 Irving, Texas 75063-0116	Orange County Tax Collector Post Office Box 1980 Santa Ana, CA 92702-1980
Pennymac Loan Services, LLC 6101 Condor Drive, Suite 310 Moorpark, CA 93021-2602	PGA West Association 75 Remittance Drive Suite 91983 Chicago, IL 60675-1001
PGA West Association File 54890 Los Angeles, CA 90074-4890	PMC 22921 Ridge Route Lake Forest, CA 92630-3629
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